

BETWEEN THE  
OKLAHOMA STATE DEPARTMENT OF INSTITUTIONS, SOCIAL  
AND REHABILITATIVE SERVICES

AND THE  
OKLAHOMA STATE DEPARTMENT OF HEALTH  
RELATING TO THE  
OKLAHOMA STATE MEDICAL ASSISTANCE PROGRAM (TITLE XIX)

This Agreement made and entered into this 1st day of July, 1975, by and between the Oklahoma State Department of Health, party of the first part, hereinafter referred to as Health Department, and the Department of Institutions, Social and Rehabilitative Services of the State of Oklahoma, party of the second part, hereinafter referred to as DISRS, witnesseth:

WHEREAS, the United States Department of Health, Education, and Welfare has promulgated regulations concerning the certification of hospitals, skilled nursing facilities and intermediate care facilities, which impose duties and responsibilities upon the parties hereto;

WHEREAS, the Oklahoma State Department of Institutions, Social and Rehabilitative Services and the Oklahoma State Department of Health have both mutual and individual responsibility and interest in the Oklahoma Medical Assistance Program (Title XIX), and whereas the relationship between these two Departments in the specific program under Title XIX of the Social Security Act, must be clearly defined, the following sections constitute a formal agreement between the two Departments;

NOW, THEREFORE, it is hereby mutually agreed by and between the parties hereto as follows:

SECTION I

RESPONSIBILITIES OF THE OKLAHOMA STATE DEPARTMENT OF HEALTH

It is hereby agreed that Health Department shall:

1. Perform the following duties in accordance with standards established by 45 CFR, Chapter II, Section 249.33 for Skilled Nursing Facilities and Intermediate Care Facilities participating in the Oklahoma Medical Assistance Program (Title XIX):

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- a. Accumulate, maintain, and furnish or verify to DISRS, upon request, full and complete information on the ownership of each licensed skilled nursing homes and intermediate facility, including the identity of each person having ten (10) percent or more interest; and if organized as a corporation, information as to the officers and the director; and if organized as a partnership, information of each of the partners.
  - b. Validate licensure status and report each such action to DISRS on each home licensed and eligible to participate in the Oklahoma Medical Assistance Program (Title XIX), and certify in writing, the level of compliance of each licensed skilled nursing home with reference to the standards set forth in 45 CFR, Chapter II, Section 249.33.
  - c. Validate licensure status and report each such action to DISRS on each intermediate care facility licensed and eligible to participate in the Title XIX Program and certify in writing the level of compliance of each such facility with the standards established by Federal and State Regulations.
  - d. Survey and certify all skilled nursing facilities or intermediate care facilities located in the State institutions for the mentally retarded as to compliance with the provisions of Title XIX and the Federal Regulations applicable to such facilities.
2. Make a written report to DISRS for any Skilled Nursing Facility or Intermediate Care Facility which meets the requirements established by DISRS for participation in Title XIX but which fails to meet any or all of the requirements set out in the applicable Federal Regulations. Said report shall include: (1) the skilled nursing homes' or intermediate care facilities' areas of deficiency, (2) the reasonable prospects for correction of the deficiency(s) within a six (6) month period; (3) the plan for correction of the deficiency(s); and (4) the official opinion with any supporting information of the Health Department as to whether the deficiency does or does not jeopardize the health and safety of the patients residing in each such licensed skilled nursing home or intermediate care facility.
3. Make on-site inspections, with qualified personnel, at least once during the term of the provider agreement, or more frequently if there is a question of compliance. With respect to such on-site inspection or survey made within one of the facilities operated by DISRS, a designated staff member from DISRS shall accompany the team making the inspection. Any differences of opinion, as to a question of compliance, will be resolved between the two agencies before a formal written report is compiled. After such an agreement is reached, Health Department will complete a written report setting forth any deficiencies and send it to the State Director, DISRS. When there is a question as to compliance, the deficiency will be discussed with the administrator of the facility and a formal letter regarding the plans for correcting the deficiency and meeting the required standards will be sent to the facility by the State Director, DISRS.

For all other on-site inspections, Health Department will file a report with DISRS, which report shall:

(1) ascertain whether the item(s) of deficiency has been corrected or is in the process of being corrected; (2) indicate the progress being made by the skilled nursing home or intermediate care facility in correcting the deficiency(s); and, render an official opinion, with any supporting information, as to whether the deficiency(s) does or does not jeopardize the health and safety of the patients.

4. Survey and certify hospital facilities operated by DISRS as to compliance with the provisions of Title XVIII and Title XIX of the Social Security Act of 1974, as amended, and the Federal Regulations applicable to such facilities.
5. In its certification survey of hospitals participating in the Title XVIII and Title XIV program, the Health Department will assure that the Title XIX patients are included in the hospital's utilization review process.
6. Employ adequate qualified personnel to perform the functions set forth in paragraph #3 above. Adequate shall be defined to include one team of surveyors for every 100 skilled nursing homes or intermediate care facilities. Qualified personnel shall mean those personnel who satisfy the Federal Surveyor Qualifications standards as specified in the Medical Services Administration Medical Assistance Manual.
7. As to maintenance of information and reports, Health Department shall:
  - a. Maintain all information and reports used in determining whether a skilled nursing home or intermediate care facility meets the requirements set forth in the Federal Regulations, for a period of not less than three (3) years, or provide, by separate agreement, for the transferral of all such information to DISRS.
  - b. Make such reports in such form and containing such information as DISRS may require and will comply with such instructions issued to insure the correctness of such reports, including provisions made for the inspection and review at all reasonable times, or fiscal, statistical, and other records for the review of operations within the scope of this Agreement.
  - c. Keep DISRS informed of questions arising about failure of skilled nursing homes and intermediate care facilities to comply with Federal Regulations. When Health Department learns or is informed by DISRS of the failure of a facility to maintain the prescribed standards, Health Department will take effective action to correct the situation and will keep DISRS informed of progress being made in correcting the deficiency.
8. Provide consultative services as described in Section 1902(a)(24) of the Social Security Act. Such consultative service shall be provided as indicated and will be directed toward assisting the facility in meeting the prescribed Federal Regulations.
9. Provide such staff as is necessary to assist the DISRS in drafting informational and instructional materials to be used for the purposes of training staff. Such training shall not be limited to surveying and certification but shall include indepth training as to the nature and scope of the Title XIX Program including policies, procedures, and requirements.

## SECTION II

### RESPONSIBILITIES OF DISRS

It is hereby agreed that DISRS shall:

1. Perform the following duties in accordance with standards established by 45 CFR, Chapter II, Section 249.33 for skilled nursing homes and intermediate care facilities participating in the Oklahoma Medical Assistance Program (Title XIX):
  - a. Review all information relative to a facility that has been surveyed by Health Department prior to making a determination as to whether the facility meets the standards set forth in the applicable Federal Regulations, and whether such facility can be certified to participate in the Oklahoma Medical Assistance Program (Title XIX).
  - b. Review all questionable situations that arise about a facility and assess the level of correction of such situations should they be considered valid.
  - c. Inform the Health Department of all requests by skilled nursing facilities and intermediate care facilities to participate in the Oklahoma Medical Assistance Program (Title XIX).
  - d. Identify those skilled nursing facilities and intermediate care facilities that should be reviewed by the Health Department where quality of services rendered, or practices of the nursing home may be in question. Such cases, when indicated in the judgment of Health Department, shall be referred to DISRS with appropriate detail for final decision.
2. Participate in on-site inspections or surveys made within any of the facilities operated by DISRS. A designated staff member from DISRS shall accompany the team making such survey or inspection.
3. As to maintenance of information and reports the DISRS shall:
  - a. Establish and maintain such records as may be necessary to fulfill the requirements of this agreement.
  - b. Make such reports, in such form and containing such information, to the Health Department as are required in the consideration of the certification, or decertification, or nursing homes by DISRS.
  - c. Maintain all records for a period of at least five (5) years, as will permit audit and verification.
4. **Provide consultative services to the Health Department to jointly develop and revise procedures to assure orderly administration in skilled nursing facilities and intermediate care facilities.**
5. Provide such staff as is necessary to work with Health Department in drafting informational and instructional materials to be used for training of staff as described in Item 9, Section I. DISRS staff will meet with skilled nursing facilities and intermediate care facilities administrators as appropriate for purposes of orientation to the surveying and certification process and will provide interpretation as to the requirements for participation in the Title XIX Program.

## SECTION III

### JOINT RESPONSIBILITIES

#### 1. General Provisions.

- a. Personnel of DISRS and of Health Department performing functions under this agreement will be subject to the Oklahoma Merit System.
- b. Both agencies will permit duly authorized representatives of the United States Department of Health, Education and Welfare and the United States General Accounting Office, access to records relative to the certification of skilled nursing facilities and intermediate care facilities, as well as records of costs for providing services and for audit and other appropriate purposes.
- c. The DISRS and the Health Department will comply with such rules, regulations and standards as are necessary to carry out this agreement. It is mutually understood that no alternations or changes as to terms in the agreement shall be valid unless agreed to in writing by both parties.

#### 2. Fiscal Policies.

- a. DISRS will provide funds for reasonable and necessary costs, and for the attendance of surveyor personnel at university based training programs, to the Health Department for performing the functions authorized by this Agreement. Such funds will be paid periodically by the appropriate State officer upon certification by DISRS. Where the Health Department utilizes services or material purchased or contracted for by it, pursuant to this Agreement, for purposes which include purposes other than those authorized by this Agreement, the cost of such services or material shall, pursuant to standards issued by the DISRS, be pro-rated for functions authorized by this Agreement. The records maintained or submitted to the DISRS shall include the names of employees, salaries paid, hours of performances, and specification of duties.
- b. The Health Department will submit estimates of anticipated costs for such periods, at such times, and in such manner as may be requested by the DISRS. Such costs will not include:
  1. Any costs attributable to the general expenses of the State in carrying on the functions of government not included in this Agreement; or
  2. Any costs which may be allocated to any other agency or organization for performing functions similar to, or related to, those functions described in this Agreement. After considering all pertinent information and after prior consultation with the Health Department, the DISRS will notify the Health Department of the amount which will be certified for payment to it for such period. The Health Department will not incur or make expenditures for such period which will exceed the amount of payment the Health Department certifies for such period.

- c. After the close of a period for which funds have been certified as available to Health Department, Health Department will submit a report of its actual expenditures for such period in such manner, and within such time as may be agreed upon between DISRS and Health Department. DISRS will determine whether such expenditures were necessary for the performance of the functions authorized by this Agreement under standards agreed upon between the DISRS and Health Department in effect at the time such expenditures were made or incurred. If, pursuant to such standards, the DISRS determines that any such expenditure was not necessary for such purpose, the DISRS shall so inform the Health Department of tentative exceptions taken, with full explanation of such tentative exceptions. The Health Department thereupon will be given a reasonable length of not less than thirty (30) days to justify such expenditures. If the DISRS thereafter finds that such expenditures are not necessary to the performance of the functions authorized by this Agreement, the total amount of reimbursement expenditures made and incurred in such period shall be reduced by an amount so determined by the DISRS and the expenditures determined to be necessary for such period will be repaid by the Health Department to the appropriate State officer for deposit in the appropriate State account, or may be adjusted within the limits of available funds, either by increase or reduction, as appropriate, in the amount certified for advance by the DISRS for a subsequent period.
- d. All estimates and reports of expenditures and other reports will be prepared in accordance with appropriate budgetary and accounting methods and administrative practices adopted by the DISRS and the Health Department. The Health Department will furnish or make available such supplemental accounts, records, or other information as are required to substantiate any estimate, expenditures, or report, as requested by the DISRS as may be necessary for auditing purposes to verify that expenditures were made only for purposes authorized by this Agreement.


#### SECTION IV

##### TERMINATION OF AGREEMENT

1. This agreement shall be in effect until terminated as provided in this Section.
2. Either party may terminate this Agreement on sixty (60) days advance notice in writing to the other party.
3. If this Agreement is terminated, any funds paid to the Health Department under the provisions of this Agreement which have not been expended or encumbered in accordance with the provisions of this Agreement prior to the date as of which the Agreement was terminated, and any property purchased with funds paid to the Health Department under the provisions of this Agreement, shall be accounted for in accordance with standards established by the DISRS governing disposition of such property and funds.

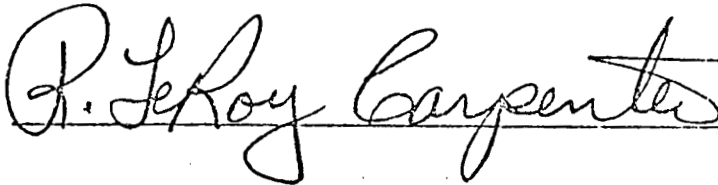
STATE OF OKLAHOMA, BY AND THROUGH THE

FOR THE STATE DEPARTMENT OF INSTITUTIONS,  
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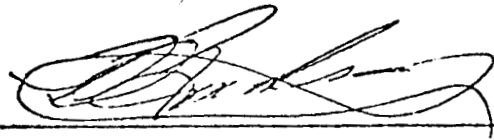
L. E. RADER, DIRECTOR

FOR THE STATE DEPARTMENT OF HEALTH



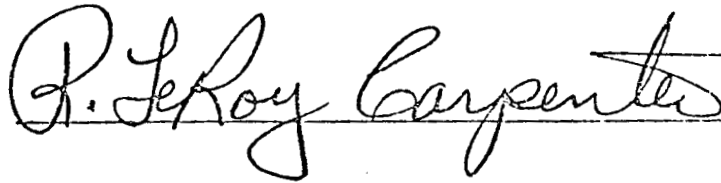
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